

Grievance # BANG 14-17	NAVFAC NW NON-PROFESSIONAL GRIEVANCE FORM		
EMPLOYEE GRIEVANCE <div style="text-align: center;"> <input checked="checked" type="checkbox"/> <small>(UNION REP)</small> </div>	EMPLOYEE GRIEVANCE <div style="text-align: center;"> <input type="checkbox"/> <small>(SELF REP)</small> </div>	UNION GRIEVANCE <div style="text-align: center;"> <input type="checkbox"/> </div>	EMPLOYER GRIEVANCE <div style="text-align: center;"> <input type="checkbox"/> </div>
Name of Grievant: George Karl	Date: 11 Sep 2014	Supervisor: (b)(6)(b)(7)(c)	
Name of representative: (b)(6)(b)(7)(c)	Date: 11 Sep 2014	Supervisor: (b)(6)(b)(7)(c)	
Employee Designation of Representative: In accordance with applicable laws and regulations, I do hereby authorize my representative, the International Association of Machinists, NIPSI Lodge 282, the power and right, on my behalf, to review and receive copies of any records and documents on file with the agency/installation/office that pertains to and/or concerns me. These records include, but are not limited to shop/code records, official personnel folder, medical records etc.			
Employee Signature: 		Date: 9-11-14	
Rep. Signature: (b)(6)(b)(7)(c)		Date: 11 Sep '14	
Article and Section of the Agreement, law, rule, or regulation violated: In accordance with Article 20, Section 2007C, to the extent possible, the following Article and Section of the Agreement or law or rule or regulation is alleged to be violated: Article 20, Section 2001. Additionally, I did not "check" my 5th Amendment and 6th Amendment rights at the gate. I do have the right to have my attorney present during questioning and discussions. And, I have the right to exercise this right at any time. Therefore, the Command—and its agents, (b)(6)(b)(7)(c) and (b)(6)(b)(7)(c)—have also violated my 5th and 6th Amendment rights by denying me my attorney's presence during this meeting, the subject of which is still shrouded in mystery. Therefore: I AM AGRIEVED THAT: By the very nature of the definition of a grievance, "... any complaint by any bargaining unit employee concerning any matter relating to his/her employment," I am aggrieved that I was FALSELY issued a Letter of Caution under the pretense of starting an administrative "paper trail" to FALSELY and with MALICE to begin a process of progressive discipline, without justification, against me. This letter states that I "refused to attend the meeting" with (b)(6)(b)(7)(c) and my supervisor, (b)(6)(b)(7)(c). This accusation is false and libelous. My email reply "I respectfully and temporarily decline any one-on-one meeting until my attorney is present..." bears the falsehood out. (Please see attached email traffic.) (b)(6)(b)(7)(c) and (b)(6)(b)(7)(c) are both aware I have had to retain an attorney due to Command's harassment and pursuit of fallacious felony criminal charges against me in another matter. They refused to let me know the meeting's subject. Instead, they offered me Union representation. This led me to believe the nature of the meeting was disciplinary in nature and related to the fallacious charges CNRNW Security Forces brought against me. I believe this letter of caution—which states "... it may be counted as a factor in determining the appropriate remedy for a first, second, or third offense from a range of possible remedies ..." has future adverse implications relating to my employment, particularly should I be ordered to yet another mystery meeting with my supervisor and third-level supervisor and during which I will inevitably again will be denied access to Counsel—is being used to maliciously establish the grounds for false progressive discipline with the end goal being my removal from federal civil service. Indeed, when (b)(6)(b)(7)(c) gave me the letter of caution, he told me "... this is the next step in the administrative process." He stated ... "there is a process, ..." from Letter of Caution to Letter of Reprimand, etc. I firmly believe the Command will maliciously continue			

down the path of false progressive discipline, retaliation, and harassment attempting to culminate in my removal from federal service.

Technically, the Collective Bargaining Agreement (CBA) states in Article 20, Section 2003 Item L that Letters of Caution are not grievable. While that may be so stated in the CBA, this section and item are not enforceable as it constitutes an illegal and, therefore, unenforceable agreement between Command and the Union. Bargaining members may not grieve letters of caution, which make fallacious claims about their conduct? Shouldn't management's claim be based in fact? This Section and Item requires the bargaining unit member to relinquish their rights and legal protections in favor of allowing the Command to make unchecked and untrue claims against an employee without recourse.

In fact, Section 2003 item L is not contractually binding. To argue that Section 2003 Item L is grounds for denying a bona fide grievance against Command, wrongly subjects the bargaining unit member to possible defamation of character—not to mention rightly subjecting Command to charges of libel—and is therefore neither legal nor just as this item renders this section and item of the CBA unenforceable as it does not constitute a legal contract between the Union and its bargaining unit members and Command relative to items affecting the bargaining unit members' employment.

As Section 2003 Item L is not enforceable, I am aggrieved the Command has made a false accusation akin to insubordination against me and has caused damage to me professionally via a letter of caution which has been attached to and affixed in an otherwise unblemished personnel record of Active Duty and Civil Service to the United States Government. Furthermore, I am aggrieved that Command's agents—agents of the federal government—have impeded my 5th and 6th Amendment rights and made a libelous statement with malice, with the intent to do harm and with reckless disregard for the truth.

Step 1		
Receiving official:	Delivered:	Date:
	In person <input type="checkbox"/>	
	Electronically <input type="checkbox"/>	
Hearing Manager Signature:		Date:
Date Grievance Meeting scheduled:	Date held:	Decision Date:
Grievance was <input type="checkbox"/>	Was not <input type="checkbox"/>	Resolved (check one)
Step 1 Decision:		
Reason for proceeding to Step 2:		
Step 2		
Receiving official:	Delivered:	Date:
	In person <input type="checkbox"/>	
	Electronically <input type="checkbox"/>	
Hearing Manager Signature:		Date:
Date Grievance Meeting scheduled:	Date held:	Decision Date:
Grievance was <input type="checkbox"/>	Was not <input type="checkbox"/>	Resolved (check one)
Step 2 Decision:		
Reason for proceeding to Step 3:		
Step 3		
Receiving official:	Delivered:	Date:
	In person <input type="checkbox"/>	
	Electronically <input type="checkbox"/>	
Hearing Manager Signature:		Date:
Date Grievance Meeting scheduled:	Date held:	Decision Date:
Grievance was <input type="checkbox"/>	was not <input type="checkbox"/>	Resolved. (check one)
Arbitration		
Arbitration invoked by:		Date:
Received by:		Date:

INTERNATIONAL ASSOCIATION OF MACHINISTS

NIPSIC LODGE No. 282
822 PARK AVENUE
BREMERTON, WASHINGTON
98337



(360) 377-8868
(360) 779-7776
FAX: (360) 377-7503



EMPLOYEE DESIGNATION OF REPRESENTATIVE

I, George Karl, in accordance with applicable laws and regulations, do hereby authorize my representative, **(b)(6)(b)(7)(c)** of the International Association of Machinists, NIPSIC Lodge 282, the power and right, on my behalf, to review and receive copies of any records and documents on file with the agency/installation/office that pertains to and/or concerns me. These records include, but are not limited to shop/code records, official personnel folder, medical records, etc.

George Karl

(Signature of employee)

8/28/14

(Date)

FEAD - Technical F&A for BGC Support
PRB-23

(Shop & Code)

(b)(6)(b)(7)(c)

(Signature of representative)

28 Aug '14

(Date)

25 August 2014

From: Facilities Services Branch Manager, Bangor Facilities
Engineering and Acquisitions Department, Naval Facilities
Engineering Command
To: George Karl, Engineering Technician, GS-0802-11, Bangor
Facilities and Engineering Acquisitions Department,
PRB 23, Naval Facilities Engineering Command
Subj: LETTER OF CAUTION

The purpose of this letter is to caution you that you may be disciplined should you fail to follow direction from me in the future.

Specifically, On 08 August 2014, I sent you an email directing you to meet with the Deputy Public Works Officer, (b)(6)(b)(7)(c) (b)(6)(b)(7)(c) and me. You refused to attend the meeting.

As an employee of Navy Facilities Engineering Command you are required to follow directions from your supervisor and your chain of command. Accordingly, you are hereby put on notice that failure to follow direction from your supervisor will not be tolerated.

This letter of caution will not be made a matter of record in your Official Personnel Folder, but will be retained by the Agency. Although it will not be counted as a prior offense when determining a remedy for any future offense under the Guideline Schedule of Disciplinary Offenses and Recommended Remedies, it may be counted as a factor in determining the appropriate remedy for a first, second, or third offense from a range of possible remedies.

This letter of caution is not grievable or appealable

Copy to:
HRO

(b)(6)(b)(7)(c)

Acknowledgement of receipt:

Employee Refused to sign 8/25/14
Name Date

Karl, George F III CIV NAVFAC NW, PRB2131

From: Karl, George F III CIV NAVFAC NW, PRB2131
Sent: Friday, August 08, 2014 12:24
To: (b)(6)(b)(7)(c) CIV NAVFAC NW, PRB23Y
Cc: (b)(6)(b)(7)(c) CIV NAVFAC NW, DPWO
Subject: RE: Request For Meeting
Signed By: george.karl@navy.mil

(b)(6)(b)(7)(c)

In consideration of the several official grievances I have against the people who want to suddenly meet with me personally, the current hostile working environment situation and now being criminally charged with a Federal Crime, I would think you both KNOW that it would be VERY inappropriate for me to attend any sudden one-on-one "management" meeting without my attorney present, whether you claim it is a "non-disciplinary action" or not, the timing on this is VERY suspicious.

I feel this "meeting request" is a deliberate attempt to be able claim insubordination charges against me for not attending (because you both KNOW I can't) and just a continuation of the 6 years of constant retaliation I've received from the NAVFAC NW command, management, supervisors and Lead Engineering Technician.

On the advice of my attorney, I respectfully and temporarily decline any one-on-one type meeting until my attorney is present. Regular group business meetings to deal with day to day operations will of course be freely attended as always and I will continue to professionally perform my duties at the 100% level as I have for my almost 17 years of Federal Service.

As provided previously, my attorney's contact information is below. You may coordinate with my attorney a new date/time for this meeting request through his firm, at which time I will attend.

(b)(6)(b)(7)(c)

The Crowley Law Firm, P.L.L.C.
Grand Central Building
216 1st Ave. S.
Suite 204
Seattle, WA 98104

(b)(6)(b)(7)(c)

R/

George Karl
Engineering Technician/COR
Public Works Dept. Naval Base Kitsap
☎: Office 360-396-4710
☎: Cell 360-536-7139
Fax 360-396-4090
email: george.karl@navy.mil

-----Original Message-----

From: (b)(6)(b)(7)(c) CIV NAVFAC NW, PRB23Y

Sent: Friday, August 08, 2014 11:10 AM
To: Karl, George F III CIV NAVFAC NW, PRB2131
Subject: Request For Meeting

George,

As discussed in my office, your request for legal representation was reviewed and this is a non-disciplinary action and legal representation and video-taping the conversation is not appropriate. If you would like to have a union representative present you may do so.

I'm directing you to meet with (b) (6), (b) (7)(c) and myself at 1230 today in his office.

V/r,

(b) (6), (b) (7)(c)